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U.S. COURT OF APPEALS

NOT FOR PUBLICATION

UNITED STATES COURT OF APPEALS

FOR THE NINTH CIRCUIT

BILLY LEE SANDERS,

Plaintiff - Appellant,

v.

THE BOEING COMPANY,

Defendant - Appellee.

No. 04-57004

D.C. No. CV-03-04073-FMC

MEMORANDUM^{*}

Appeal from the United States District Court
for the Central District of California
Florence Marie Cooper, District Judge, Presiding

Submitted November 8, 2005^{**}

Before: WALLACE, LEAVY, and BERZON, Circuit Judges.

Billy Lee Sanders appeals pro se from the district court's summary judgment in favor of the Boeing Company on Sanders' claims of breach of an implied employment contract and breach of the implied covenant of good faith and fair

^{*} This disposition is not appropriate for publication and may not be cited to or by the courts of this circuit except as provided by 9th Cir. R. 36-3.

^{**} The panel unanimously finds this case suitable for decision without oral argument. *See* Fed. R. App. P. 34(a)(2).

dealing. We have jurisdiction under 28 U.S.C. § 1291. We review the summary judgment de novo, *Lyons v. England*, 307 F.3d 1092, 1103 (9th Cir. 2002), and affirm.

The district court correctly entered summary judgment on Sanders' claims because they were based on a collective bargaining agreement, and therefore preempted by Section 301 of the Labor Management Relations Act, 29 U.S.C. § 185(a). *See Rissetto v. Plumbers & Steamfitters Local 343*, 94 F.3d 597, 600 (9th Cir. 1996) ("Plaintiff's breach of contract claim is preempted by § 301 because the contract alleged to have been breached is itself the CBA.").

AFFIRMED.